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Attorneys for Petitioner
ABDULKAREEM A. AL MUTAWA,
representing THE GROUP GENERAL TRADING
AND CONTRACTING

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ABDULKAREEM A. AL MUTAWA,
representing THE GROUP GENERAL
TRADING AND CONTRACTING,

Petitioner,

v.

ANDREW S. KANIGOWSKI, an
Individual, and ANDREW
KANIGOWSKI, acting on behalf of the
A&T KANIGOWSKI FAMILY TRUST,

Respondent.

Case No.

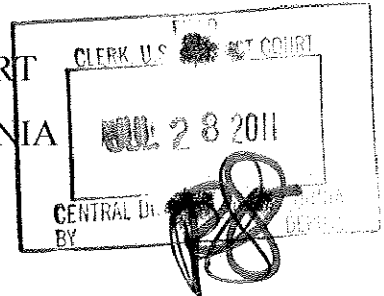
LACV 11-6194

~~PROPOSED~~
**JUDGMENT CONFIRMING
FOREIGN ARBITRAL AWARD**

[9 U.S.C. § 207]

BY _____
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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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1 The Court, upon consideration of all the papers in support of, and in opposition
2 to, and all pleadings on file, pertaining to the Petition to Confirm Foreign Arbitral
3 Award issued in the Arbitration Matter between Petitioner Abdulkareem A. Al
4 Mutawa, representing The Group General Trading and Contracting ("Petitioner"), and
5 Respondent Andrew S. Kanigowski, an individual and Andrew Kanigowski, acting on
6 behalf of the A&T Kanigowski Family Trust ("Respondent"),
7 Case No. 50 180 T 00301 10, before the International Centre for Dispute Resolution,
8 The International Arbitration Tribunal, including the Final Foreign Arbitration Award
9 issued by the Arbitration Panel, on June 24, 2011 ("Final Award"); and for good cause
10 shown, the Court Orders as follows:

11
12 **IT IS HEREBY ORDERED, ADJUDGED, DECREED THAT:**

13
14 1. The Court hereby confirms the Final Award dated June 24, 2011;

15
16 2. The Court hereby enters Judgment in conformity with the terms of the
17 June 24, 2011 Final Award, and in accordance with the New York Convention of
18 1958, on the Recognition and Enforcement of Foreign Arbitral Awards, and 9 U.S.C.
19 §201, *et seq.*, as follows:

20
21 A) Respondent's attempt to repurchase 6.5% of the shares of FutureFlite
22 Corporation (FFC) was invalid and his right to repurchase shares pursuant § 9.03 of
23 the Shareholder Agreement were extinguished by his conduct.

24
25 B) Petitioner is the 50.5% shareholder of FFC and properly exercised his
26 majority shareholder rights to elect a new director and new officers for FFC.

27
28 C) Petitioner and Respondent are ordered to take such steps as may be

1 required to assure that the 10% shareholding stock certificate issued to Graham Mills
2 is cancelled and to assure that all necessary corporate documentation and formalities
3 are effected to reflect Petitioner's 50.5% shareholding and Respondent's 49.5%
4 shareholding in FFC.

5
6 **D)** Andrew S. Kanigowski is ordered within thirty days of the issuance of
7 the award to turn over all corporate books and records of FFC to the custody of the
8 duly elected Secretary of FFC.

9
10 **E)** Petitioner's claims for money damages for breach of contract, breach of
11 fiduciary duties and other claims and his application for an accounting are denied.

12
13 **F)** Respondent's claims for money damages for breach of contract, breach
14 of fiduciary duties and other claims are denied.

15
16 **G)** It is hereby ordered, determined and awarded that all right, title, interests
17 and data relating to the FutureFlite NOVA Economy Class Seating Project including
18 all seat designs, drawings, original works of authorship, tools, tooling, equipment,
19 good will, post-test specimens, and prototype seats and all other intellectual or other
20 property rights embodied therein or relating thereto (including all related
21 documentation) whether or not patentable or registrable under copyright or similar
22 laws, all rights to the name NOVA and any goodwill associated with said name, as
23 well as all applications for FAA certification or FAA certifications obtained
24 (including all related documentation) relating to the NOVA Economy Class Seating
25 Project, whether by FFC, FutureFlite Inc. (FFI), or Black Diamond Aerospace LLC
26 (BDA), solely or in collaboration with others, which pertain to or relate in any manner
27 to the NOVA Economy Class Seating Project (all of the forgoing constituting "NOVA
28 Property") are the sole property of FFC.

1
2 **H)** Respondent is ordered to assist FFC or its designee in every proper way
3 to secure full right, title and interest in the NOVA Property including the disclosure to
4 FFC of all pertinent information, documentation and data with respect thereto and to
5 execute appropriate written instruments to effectuate the transfer and assignment to
6 FFC, its successors and assigns of all right, title and interest in the NOVA Property.
7

8 **I)** Respondent shall irrevocably designate and appoint FFC and its duly
9 authorized officers and agents as the Respondent's agent and attorney in fact to act for
10 or on behalf of Respondent or instead of him to prepare, execute and file any
11 documents or do all other lawfully permitted acts to confirm the transfer or
12 assignment, to apply for or to pursue any of FFC's rights in the NOVA Property with
13 the same legal effect as if prepared, executed and filed by Respondent.
14

15 **J)** All applications for attorney's fees, costs and expenses are denied.
16

17 **K)** The Award is in full settlement of all claims and Counter Claims
18 submitted to the Arbitration. All claims, demands and Counter Claims not expressly
19 granted herein are denied.
20

21 **L)** The administrative fees of the International Centre for Dispute
22 Resolution ("ICDR") totaling \$ 23,500 shall be borne as incurred; the compensation
23 and expenses of the Arbitrators totaling \$173,051.97 shall be borne by the parties
24 equally.
25

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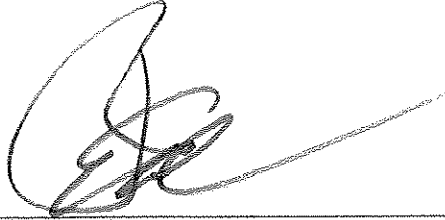
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1
2 3. Petitioner shall recover costs of suit incurred in this action.

3
4 Judgment is hereby entered as set out above.

5 **IT IS SO ORDERED AND ADJUDGED.**

6
7
8 Dated: July 28, 2011


The Honorable _____
United States District Judge

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11
12 Submitted by:

13 Bruce H. Jackson
14 Irene V. Gutierrez
15 BAKER & MCKENZIE LLP

16
17
18 By: 
Irene V. Gutierrez

19 Attorneys for Petitioner
20 ABDULKAREEM A. AL MUTAWA,
21 representing THE GROUP GENERAL
22 TRADING AND CONTRACTING
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